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11 Attorneys for Defendant AMERICAN HONDA MOTOR CO., INC.

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 MARIO RUVALCABA ORTEGA and
15 BEATRIZ A. RUVALCABA
16 TABAREZ,

17 **PLAINTIFFS,**

18 vs.

19 AMERICAN HONDA MOTOR CO.,
20 INC.

21 **DEFENDANT.**

CASE NO. 2:22-cv-04276 – FLA (MRWx)

Assigned to: Hon. Fernando Aenlle-Rocha
Courtroom: 6B

**DEFENDANT AMERICAN HONDA
MOTOR CO., INC.’S NOTICE OF
MOTION AND MOTION FOR
ASSESSMENT OF COSTS AGAINST
PLAINTIFFS AND FOR STAY OF
PROCEEDINGS PENDING
PAYMENT OF SUCH COSTS;
DECLARATION OF JONATHAN
KOM**

[FED. R. CIV. P. 41(d)]

22 **TO PLAINTIFFS AND TO THEIR ATTORNEYS OF RECORD:**

23 PLEASE TAKE NOTICE that on October 7, 2022, at 9:30 a.m. in Courtroom
24 6B of the United States District Court for the Central District of California, located
25 at 350 West 1st St., Los Angeles, CA 90012, Defendant AMERICAN HONDA
26 MOTOR CO., INC. (“Defendant” or “AHM”) will and hereby does move the Court
27 pursuant to Fed. R. Civ. P. 41(d) for an order assessing costs against Plaintiffs
28

1 Mario Ruvalcaba Ortega and Beatriz A. Ruvalcaba Tabarez (“Plaintiffs”) and for a
2 stay of proceedings pending payment of such costs.

3 In accordance with the Federal Rules of Civil Procedure and Local Rule 7-3
4 of the Central District of California, counsel for AHM initiated a meet and confer
5 with Plaintiffs’ counsel on August 17, 2022, by email and by phone. Counsel for
6 both parties eventually spoke again to further address the matter by phone on
7 August 24, 2022, but the parties could not reach an agreement – thereby
8 necessitating the filing of this motion.

9 The Motion will be based upon this Notice, the accompanying Memorandum
10 of Points and Authorities, the Declaration of Jonathan Kom, the exhibits attached
11 hereto, the record herein, any oral arguments that may be presented at hearing, and
12 upon such further matter as may hereafter be properly presented to the Court.

13
14 DATED: September 1, 2022

SJL LAW LLP

15
16 By: /s/ Jonathan Kom
17 Julian G. Senior
18 Jonathan Kom
19 Attorneys for Defendant
20 AMERICAN HONDA MOTOR CO.,
21 INC.
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MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction and Factual Summary

When Plaintiffs missed their motion deadline in an identical action in state court, the Plaintiffs blatantly engaged in forum shopping by refileing the same action in this Federal Court. This is not uncommon as it has become the practice and procedure of Plaintiffs' counsel to dismiss state court filings and refile them in federal court alleging nearly the exact same causes of action when faced with a potential adverse ruling. The same Plaintiffs' lawyers have two other cases now in this same Federal Court, which were previously dismissed in state court. In *Jose Luna Sanchez v. American Honda Motor Co., Inc.*, Plaintiffs' lawyers abruptly dismissed that action the Friday before the Monday hearing on AHM's motion to compel arbitration.¹ Similarly in *Jennifer Robles, et al. v. American Honda Motor Co., Inc.*, Plaintiffs' lawyers again withdrew their state court complaint after the court granted AHM's application to stay proceedings pending the outcome of its upcoming motion to compel arbitration.²

Here Plaintiffs Mario Ruvalcaba Ortega and Beatriz A. Ruvalcaba Tabarez ("Plaintiffs") first filed suit against Defendant American Honda Motor Co., Inc. ("Defendant" or "AHM") in Los Angeles County Superior Court on September 23, 2021, in Case No.: 21STCV35056. (Attached hereto as Exhibit A; Declaration of Jonathan Kom ("Kom Decl."), ¶ 2). In their state court Complaint, Plaintiffs allege two state law causes of action against AHM pertaining to their purchase of a 2020 Hondo Pilot vehicle. (Id).

On May 4, 2022, AHM filed a Motion to Compel Arbitration and Stay Proceedings (the "MTC Arbitration"). (Declaration of Jonathan Kom (Kom Decl., ¶

¹ AHM's Motion to Compel Arbitration and Stay Proceedings was set to be heard June 20, 2022. Counsel for Plaintiff on June 17th voluntarily withdrew their state court case without prejudice and refiled their case in the Central District of California federal court.

² On March 25, 2022, AHM filed its Motion to Compel Arbitration and Stay Proceedings. After Plaintiff objected, AHM filed an Ex Parte Application for an order Staying the Proceedings, which the court granted on April 14, 2022. In response, counsel for Plaintiff voluntarily dismissed their case without prejudice before the Motion to Compel Arbitration could be heard and refiled their case in the Central District of California federal court.

1 3). That Motion was brought on the ground, *inter alia*, the retail installment sale
2 contract into which Plaintiffs had entered to purchase their 2020 Honda Pilot
3 contained an arbitration provision that bound Plaintiffs to arbitrate the claims they
4 had asserted against AHM. Plaintiffs filed no opposition papers to AHM's MTC
5 Arbitration. (Kom Decl., ¶ 4).

6 While the hearing on AHM's MTC Arbitration was initially scheduled for
7 June 8, 2022, Plaintiffs on June 1st requested that AHM continue the hearing to a
8 later date. (Kom Decl., ¶ 5). Again, no written opposition papers were ever filed
9 with the state court or served upon AHM. (Kom Decl., ¶ 4). Counsel for AHM
10 acquiesced to Plaintiffs' request, and the parties submitted a joint stipulation to
11 continue the MTC Arbitration hearing. (Kom Decl., ¶ 5). The Court granted the
12 parties' joint stipulation and on June 6, 2022 issued its order continuing the hearing
13 to July 13, 2022, at 8:30 a.m. in Department 48 of the Los Angeles Superior Court.
14 (Kom Decl., ¶ 5, Ex. B).

15 Just days later on June 14, 2022, before the MTC Arbitration could be heard,
16 Plaintiffs abruptly filed and served a Request for Dismissal of their state court
17 action without prejudice against AHM. (Kom Decl., ¶ 6, Ex. C).

18 Plaintiffs a week later then proceeded anew to file suit against HMA, this
19 time in federal court. Plaintiffs' instant Complaint alleges precisely the same state
20 law claims against AHM as Plaintiffs had asserted in the state court action. Indeed,
21 the only discernible difference between the two complaints is that the federal court
22 Complaint includes a Magnuson-Moss Warranty Act claim to confer federal
23 question jurisdiction.

24 In other words, Plaintiffs' instant federal suit against AHM constitutes a
25 blatant attempt at forum shopping in light of an outcome in state court Plaintiffs
26 likely perceived to be unfavorable.

27 On this record, AHM brings the instant Motion for Assessment of Costs
28 Against Plaintiffs and for a stay of the action pending Plaintiffs' payment of such

costs. AHM respectfully submits Plaintiffs' conduct is precisely the sort of conduct Rule 41(d) was intended to prevent.

II. Argument

A. Federal Rule of Civil Procedure Rule 41(d) Permits this Court to Order Plaintiffs to Pay AHM's Costs Incurred in the Prior State Court Action

Fed. R. Civ. P. 41(d) provides as follows:

(d) Costs of a Previously Dismissed Action. If a plaintiff who previously dismissed an action in any court files an action based on or including the same claim against the same defendant, the court:

(1) may order the plaintiff to pay all or part of the costs of that previous action; and

(2) may stay the proceedings until the plaintiff has complied.

The purpose of Rule 41(d) is "to serve as a deterrent to forum shopping and vexatious litigation." *Simeone v. First Bank National Association*, 971 F.2d 103, 108 (8th Cir.1992). For this reason, AHM respectfully requests the Court both (1) order Plaintiffs to pay all of the costs of the state court action, and (2) stay this proceeding until Plaintiffs have complied with such order.

It is readily apparent the instant action is "based on" or "includ[es]" "the same claim against the same defendant." As noted above, the two complaints are nearly identical and contain the same state law causes of action (save for the Magnuson-Moss claim Plaintiffs added to the instant Complaint to confer federal question jurisdiction). The complaints are both directed against AHM, and both relate to Plaintiffs' contention their 2020 Honda Pilot vehicle did not conform to warranty.

To date, Defendant AHM in the state court action has paid a total of \$532.44 in court costs; this includes \$495 in motion and filing fees and \$37.44 for electronic filing fee costs. (Kom Decl., ¶ 7). It is hereby requested that this Court order Plaintiffs in the current federal court action to reimburse AHM for these court costs incurred in the now previously dismissed state court action.

B. Costs Under Rule 41(d) May Include Attorney's Fees

A Defendant in AHM's position may be "entitled to both expenses and attorneys' fees that are reasonably incurred and that will not contribute toward defendants' defense in the present case." *Esquivel v. Arau*, 913 F. Supp. 1382, 1392 (1996). This is because "if Rule 41(d)'s purpose is to prevent undue prejudice to a defendant from unnecessary or vexatious litigation, there does not seem to be a clear reason why Rule 41(d) would provide only for an award of costs *exclusive* of attorneys' fees, since the typical defendant cannot adequately defend a case without incurring such fees." *Id.* at 1391. In *Esquivel*, the plaintiff filed a both a state court claim in New York and a parallel federal court claim in the Southern District of New York. Months later, while plaintiff's state court action was stayed, plaintiff filed the same federal court action in the Central District of California after voluntarily dismissing its federal court claim in New York. In response, defendants successfully petitioned the court and recovered under Rule 41(d) not only their costs, but also their attorney's fees. In *Esquivel*, Judge Rea determined that the defendant was entitled to attorney's fees as a measure of costs because the purpose of Rule 41(d) is to discourage indiscriminate litigation and unnecessary expenditures to the defendant. Surely, Plaintiffs' blatant forum shopping here justifies such a result.

In the instant case, Plaintiffs' new federal action in the Central District incorporates all of the underlying claims previously brought in the state court action in Los Angeles County – the only change being the addition of a singular federal claim. As a result of Plaintiffs' venue shopping, Plaintiffs forced AHM to incur unnecessary expenses at the state court level. Here, nearly all of the attorney's fees AHM incurred in defending itself against Plaintiffs' state court action are inapplicable to its defense in the instant federal action. This is because nearly all of the work AHM's attorneys did in the state court action is related to AHM's factual investigation, discovery planning and responses, preparation of pleadings,

1 preparation for depositions, and its Motion to Compel Arbitration. AHM is entitled
2 to recover attorney's fees that will not contribute towards its' defense in the present
3 federal action.

4 In the state court action now voluntarily dismissed by Plaintiffs, AHM was
5 billed a total of \$8,642.50 in attorney's fees by counsel for said work. (Kom Decl.,
6 ¶ 8). From inception of the state court action until the date upon which counsel for
7 Plaintiffs entered its voluntarily dismissal, counsel for AHM had four (4) attorneys
8 and two (2) paralegals from SJP LAW LLP provide legal services at slightly
9 variable rates; one partner bill at the rate of \$315 per hour; two associates bill at the
10 identical rate of \$230 per hour; and a junior associate bill at the nominal rate of
11 \$215. (*Id.*). A total of 32.4 hours of work was performed by counsel for AHM in
12 defense of the state court action, inclusive of which two paralegals performed a
13 total of 8 hours of work at the average rate of \$115 per hour. (Kom Decl., ¶ 5). The
14 work performed included, but was not limited to: (1) receiving and answering a
15 state court complaint; (2) reviewing, preparing and answering a complete set of
16 written discovery; (3) preparing for various depositions and subpoenas; (4) client
17 communications; (5) reviewing and analyzing Plaintiffs' objections; and (6)
18 preparing and filing Motion to Compel Arbitration.

19 It is AHM's belief that this work was performed at reasonable billing rates
20 that are consistent with comparable legal services in southern California. Not only
21 was the quantity of work performed reasonable, but these attorney's fees should be
22 compensable since much of the work performed will not be useful nor applicable in
23 the federal forum AHM finds itself in now that Plaintiffs have finally found the
24 venue which they believe will likely decide their case most favorably.

25 **III. Conclusion**

26 Based on the foregoing facts, AHM is entitled to both the cost of expenses
27 and attorney's fees reasonably incurred in Plaintiffs' state court action. Therefore,
28 AHM respectfully requests that the Court grant the issuance of such costs and fees

1 to the Defendant and stay the current proceedings until the payment of said
2 expenses are made by Plaintiffs.

3
4 DATED: September 1, 2022

SJL LAW LLP

5
6 By: /s/ Jonathan Kom
7 Julian G. Senior
8 Jonathan Kom
9 Attorneys for Defendant
10 AMERICAN HONDA MOTOR CO.,
11 INC.
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DECLARATION OF JONATHAN KOM

I, Jonathan Kom, declare that:

1. I am an attorney at law, duly licensed to practice before all the courts of the State of California, as well as the Central District courts of California. I am an attorney at the law offices of SJL Law LLP, counsel of record for American Honda Motor Co., Inc. ("AHM"). The facts set forth in this Declaration are made of my own personal knowledge, and, if called upon to testify, I could and would competently testify thereto.

2. On September 23, 2021, our office was served a copy of a state court Complaint filed by Plaintiffs against AHM alleging two causes of action. Attached hereto as **Exhibit A**.

3. On May 4, 2022 our office filed and served a Notice of Motion and Motion to Compel Arbitration and Stay Proceedings upon Plaintiffs' counsel.

4. At no time was a response to AHM's Motion to Compel arbitration ever filed or received from Plaintiffs.

5. Counsel for Plaintiffs contacted our office on June 1, 2022 requesting to continue the Motion to Compel Arbitration that was set for June 8, 2022. Our office agreed to Plaintiffs' request and a filed a Joint Stipulation and Order to Stay Proceedings Pending Defendant AHM's Motion to Compel Arbitration and Stay Proceedings, which was granted by the Court on June 6, 2022. Attached hereto as **Exhibit B**.

6. On June 14, 2022 counsel for Plaintiffs filed and provided notice of their voluntary Request for Dismissal of its state court action. Attached hereto as **Exhibit C**.

7. In the state court matter in Los Angeles County, counsel for AHM incurred court costs in the amount of \$532.44; an Answer filing for \$435, a court fee of \$60 for a Motion to Compel Arbitration, and a \$37.44 electronic filing fee.

///

8. AHM has billed \$8,642.50 in attorneys' fees for legal services in the state court action. Work that was performed by four attorneys and two paralegals at various rates up until Plaintiffs withdrew their state court action.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 1st day of September 2022 in El Segundo, California.

/s/ Jonathan Kom
Jonathan Kom

CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that on **September 1, 2022** a true and correct copy of the foregoing **DEFENDANT AMERICAN HONDA MOTOR CO., INC.'S NOTICE OF MOTION AND MOTION FOR ASSESSMENT OF COSTS AGAINST PLAINTIFFS AND FOR STAY OF PROCEEDINGS PENDING PAYMENT OF SUCH COSTS; DECLARATION OF JONATHAN KOM** was filed with the Clerk using the CM/ECF system, which will provide notice to the following counsel of record:

Roger Kirnos
Maite Colon
KNIGHT LAW GROUP, LLP
10250 Constellation Blvd, Suite 2500
Los Angeles, CA 90067

Attorneys for Plaintiff
Tel: (310) 552-2250
Fax: (310) 552-7973
Email:
emailservice@knightlawgroup.com

EXHIBIT A



**Service of Process
Transmittal**

09/27/2021

CT Log Number 540315298

TO: Jemmy Renaud
American Honda Motor CO., Inc.
700 Van Ness Ave
Torrance, CA 90501-1486

RE: Process Served in California

FOR: American Honda Motor Co., Inc. (Domestic State: CA)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: MARIO RUVALCABA ORTEGA and BEATRIZ A. RUVALCABA TABAREZ // To: American Honda Motor Co., Inc.

DOCUMENT(S) SERVED: -

COURT/AGENCY: None Specified
Case # 21STCV35056

NATURE OF ACTION: Product Liability Litigation - Lemon Law

ON WHOM PROCESS WAS SERVED: C T Corporation System, GLENDALE, CA

DATE AND HOUR OF SERVICE: By Process Server on 09/27/2021 at 02:48

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): None Specified

ACTION ITEMS: CT has retained the current log, Retain Date: 09/28/2021, Expected Purge Date: 10/03/2021

Image SOP

Email Notification, Jemmy Renaud jemmy_renaud@ahm.honda.com

Email Notification, Luis Melin luis_melin@ahm.honda.com

Email Notification, Lima Gebauer lima_gebauer@hna.honda.com

Email Notification, Karen Guthrie karen_guthrie@ahm.honda.com

Email Notification, Sarah Taylor sarah_taylor@ahm.honda.com

Email Notification, Sherry Young sherry.young@lewisbrisisbois.com

REGISTERED AGENT ADDRESS: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
866-665-5799
SouthTeam2@wolterskluwer.com



**Service of Process
Transmittal**

09/27/2021

CT Log Number 540315298

TO: Jemmy Renaud
American Honda Motor CO., Inc.
700 Van Ness Ave
Torrance, CA 90501-1486

RE: Process Served in California

FOR: American Honda Motor Co., Inc. (Domestic State: CA)

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Mon, Sep 27, 2021

Server Name: Jim Sands

Entity Served AMERICAN HONDA MOTOR CO., INC.

Case Number 21STCV35056

Jurisdiction CA



SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

AMERICAN HONDA MOTOR CO., INC., a California Corporation,
and DOES 1 through 10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MARIO RUVALCABA ORTEGA and
BEATRIZ A. RUVALCABA TABAREZ

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

Sherri R. Carter Executive Officer / Clerk of Court

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Knight Law Group, LLP
10250 Constellation Blvd., Suite 2500, Los Angeles, CA 90067
(310) 552-2250

DATE:

(Fecha) 09/23/2021

Clerk, by

(Secretario)

R. Perez

Deputy

(Adjunto)

CASE NUMBER:
(Número del Caso):

21STCV35056

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): AMERICAN HONDA MOTOR CO., INC., a California Corporation

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

4. ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Laura Seigle

Electronically FILED by Superior Court of California, County of Los Angeles on 09/23/2021 01:18 PM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Perez, Deputy Clerk

KNIGHT LAW GROUP, LLP

Steve Mikhov (SBN 224676)

stevem@knightlaw.com

Maite Colon (SBN 322284)

maitec@knightlaw.com

10250 Constellation Blvd., Suite 2500

Los Angeles, CA 90067

Telephone: (310) 552-2250

Fax: (310) 552-7973

Attorneys for Plaintiffs,
MARIO RUVALCABA ORTEGA and
BEATRIZ A. RUVALCABA TABAREZ

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

**MARIO RUVALCABA ORTEGA and
BEATRIZ A. RUVALCABA TABAREZ,**

Plaintiffs,

vs.

**AMERICAN HONDA MOTOR CO., INC., a
California Corporation, and DOES 1 through
10, inclusive,**

Defendant.

Case No.: **21STCV35056**

Unlimited Jurisdiction

COMPLAINT

- 1. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF EXPRESS
WARRANTY**
- 2. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF IMPLIED
WARRANTY**

*Assigned for All Purposes to the
Honorable*

Department

1 Plaintiffs, MARIO RUVALCABA ORTEGA and BEATRIZ A. RUVALCABA
2 TABAREZ, allege as follows against Defendant, AMERICAN HONDA MOTOR CO., INC., a
3 California Corporation, ("AMERICAN HONDA"), and DOES 1 through 10 inclusive, on
4 information and belief, formed after an inquiry reasonable under the circumstances:

5 **DEMAND FOR JURY TRIAL**

6 1. Plaintiffs, MARIO RUVALCABA ORTEGA and BEATRIZ A. RUVALCABA
7 TABAREZ, hereby demand trial by jury in this action.

8 **GENERAL ALLEGATIONS**

9 2. Plaintiffs, MARIO RUVALCABA ORTEGA and BEATRIZ A. RUVALCABA
10 TABAREZ, are individuals residing in the City of Lancaster, County of Los Angeles, and State of
11 California.

12 3. Defendant AMERICAN HONDA is and was a California Corporation registered to do
13 business in the State of California with its registered office in the City of Los Angeles, County of
14 Los Angeles, and State of California.

15 4. These causes of action arise out of the warranty obligations of AMERICAN HONDA in
16 connection with a motor vehicle for which AMERICAN HONDA issued a written warranty.

17 5. Plaintiffs do not know the true names and capacities, whether corporate, partnership,
18 associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive,
19 under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1
20 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions
21 set forth herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to amend this
22 Complaint to set forth the true names and capacities of the fictitiously named Defendant, together
23 with appropriate charging allegations, when ascertained.

24 6. All acts of corporate employees as alleged were authorized or ratified by an officer,
25 director, or managing agent of the corporate employer.

26 7. The warranty contract is attached and incorporated by its reference as Exhibit 1.

27 8. Plaintiffs hereby revoke acceptance of the Subject Vehicle.

28 ///

1 9. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code
2 sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family
3 or household purposes, and Plaintiffs have used the vehicle primarily for those purposes.

4 10. Plaintiffs are a "buyer" of consumer goods under the Act.

5 11. Defendant AMERICAN HONDA is a "manufacturer" and/or "distributor" under the Act.

6 12. Plaintiffs hereby demand trial by jury in this action.

7 **FIRST CAUSE OF ACTION**

8 **Violation of the Song-Beverly Act – Breach of Express Warranty**

9 13. Plaintiffs incorporate herein by reference each and every allegation contained in the
10 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

11 14. On September 22, 2019, Plaintiffs entered into a warranty contract with AMERICAN
12 HONDA regarding a 2020 Honda Pilot, VIN: 5FNYF5H58LB002048, ("the Subject Vehicle").
13 The terms of the express warranty are described in full in Exhibit 1.

14 15. Defects and nonconformities to warranty manifested themselves within the applicable
15 express warranty period, including but not limited to electrical.

16 16. The nonconformities substantially impair the use, value and/or safety of the Subject
17 Vehicle.

18 17. Plaintiffs delivered the Subject Vehicle to an authorized AMERICAN HONDA repair
19 facility for repair of the nonconformities.

20 18. Defendant was unable to conform the Subject Vehicle to the applicable express warranty
21 after a reasonable number of repair attempts.

22 19. Under the Song-Beverly Act, Defendant had an affirmative duty to promptly offer to
23 repurchase or replace the Subject Vehicle at the time if failed to conform the Subject Vehicle to
24 the terms of the express warranty after a reasonable number of repair attempts.

25 20. Defendant AMERICAN HONDA has failed to either promptly replace the Subject
26 Vehicle or to promptly make restitution in accordance with the Song-Beverly Act.

27 ///

28 ///

1 21. By failure of Defendant to conform the Subject Vehicle to the express warranty, or to
2 promptly issue restitution pursuant to the Song Beverly Act, Defendant is in violation of the Song
3 Beverly Act.

4 22. Under the Act, Plaintiffs are entitled to reimbursement of the price paid for the vehicle
5 less that amount directly attributable to use by the Plaintiffs prior to the first presentation to an
6 authorized repair facility for a nonconformity.

7 23. Plaintiffs are entitled to all incidental, consequential, and general damages resulting from
8 Defendant's failure to comply with its obligations under the Song-Beverly Act.

9 24. Plaintiffs are entitled under the Song-Beverly Act to recover as part of the judgment a sum
10 equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred
11 in connection with the commencement and prosecution of this action.

12 25. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two
13 times the amount of actual damages for AMERICAN HONDA's willful failure to comply with its
14 responsibilities under the Act.

15 **SECOND CAUSE OF ACTION**

16 **Violation of the Song-Beverly Act – Breach of Implied Warranty**

17 26. Plaintiffs incorporate herein by reference each and every allegation contained in the
18 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

19 27. AMERICAN HONDA and its authorized dealership at which Plaintiffs purchased the
20 Subject Vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the
21 Subject Vehicle. The sale of the Subject Vehicle was accompanied by an implied warranty of
22 fitness.

23 28. The sale of the Subject Vehicle was accompanied by an implied warranty that the Subject
24 Vehicle was merchantable pursuant to Civil Code section 1792.

25 29. The Subject Vehicle was delivered to Plaintiffs with latent defects, including, but not
26 limited to, electrical.

27 30. The Subject Vehicle was not fit for the ordinary purpose for which such goods are used.

28 ///

1 31. The Subject Vehicle did not measure up to the promises or facts stated on the container or
2 label.

3 32. The Subject Vehicle was not of the same quality as those generally acceptable in the trade.

4 33. Plaintiffs justifiably revoked acceptance of the Subject Vehicle under Civil Code, section
5 1794, *et seq.* prior to the filing of this Complaint during a contact to AMERICAN HONDA's
6 customer service.

7 34. Plaintiffs hereby revoke acceptance of the Subject Vehicle.

8 35. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code, section
9 1794, *et seq.*

10 36. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code, section 1794, *et*
11 *seq.* and Commercial Code, section 2711.

12 37. Plaintiffs are entitled to recover any "cover" damages under Commercial Code, sections
13 2711, 2712, and Civil Code, section 1794, *et seq.*

14 38. Plaintiffs are entitled to recover all incidental and consequential damages pursuant to 1794
15 *et seq.* and Commercial Code, sections 2711, 2712, and 2713 *et seq.*

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs pray for judgment against Defendant, as follows:

- 18 1. For general, special and actual damages according to proof at trial;
- 19 2. For rescission of the purchase contract and restitution of all monies expended;
- 20 3. For diminution in value;
- 21 4. For incidental and consequential damages according to proof at trial;
- 22 5. For civil penalty in the amount of two times Plaintiffs' actual damages;
- 23 6. For prejudgment interest at the legal rate;
- 24 7. For revocation of acceptance of the Subject Vehicle;
- 25 8. For reasonable attorney's fees and costs of suit; and

26 ///

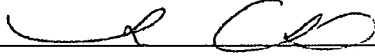
27 ///

28 ///

1 9. For such other and further relief as the Court deems just and proper under the
2 circumstances.

3
4 Dated: 9/23/2021

KNIGHT LAW GROUP, LLP

5
6
7 
8 STEVE MIKHOV (SBN 224676)
9 MAITE COLON (SBN 322284)
10 Attorneys for Plaintiffs,
11 MARIO RUVALCABA ORTEGA and
BEATRIZ A. RUVALCABA TABAREZ

12 Plaintiffs, MARIO RUVALCABA ORTEGA and BEATRIZ A. RUVALCABA TABAREZ,
13 hereby demand trial by jury in this action.

EXHIBIT 1

Owner's Manual

2020 PILOT



⚠ WARNING**California Proposition 65 Warning**

Operating, servicing and maintaining a passenger vehicle or off-highway motor vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Event Data Recorders**This vehicle is equipped with an event data recorder (EDR).**

The main purpose of an EDR is to record, in certain crash or near crash-like situations, such as an air bag deployment or hitting a road obstacle, data that will assist in understanding how a vehicle's systems performed. **The EDR is designed to record data related to vehicle dynamics and safety systems for a short period of time, typically 30 seconds or less. The EDR in this vehicle is designed to record such data as:**

- **How various systems in your vehicle were operating;**
- **Whether or not the driver and passenger safety belts were buckled/fastened;**

- **How far (if at all) the driver was depressing the accelerator and/or brake pedal; and,**
- **How fast the vehicle was traveling.**

These data can help provide a better understanding of the circumstances in which crashes and injuries occur. NOTE: EDR data are recorded by your vehicle only if a non-trivial crash situation occurs; no data are recorded by the EDR under normal driving conditions and no personal data (e.g., name, gender, age, and crash location) are recorded. However, other parties, such as law enforcement, could combine the EDR data with the type of personally identifying data routinely acquired during a crash investigation.

To read data recorded by an EDR, special equipment is required, and access to the vehicle or the EDR is needed. In addition to the vehicle manufacturer, other parties, such as law enforcement, that have the special equipment, can read the information if they have access to the vehicle or the EDR.

The data belongs to the vehicle owner and may not be accessed by anyone else except as legally required or with the permission of the vehicle owner.

Service Diagnostic Recorders

This vehicle is equipped with service-related devices that record information about powertrain performance. The data can be used to verify emissions law requirements and/or help technicians diagnose and solve service problems. It may also be combined with data from other sources for research purposes, but it remains confidential. Some diagnostic and maintenance information is uploaded to Honda upon vehicle start up.

California Perchlorate Contamination Prevention Act

The airbags, seat belt tensioners, and CR type batteries in this vehicle may contain perchlorate materials - special handling may apply. See www.dtsc.ca.gov/hazardouswaste/perchlorate/

As you read this manual, you will find information that is preceded by a **NOTICE** symbol. This information is intended to help you avoid damage to your vehicle, other property, or the environment.

Software End User License Agreement

Your vehicle comes equipped with software, which is governed by the End User License Agreement in Owner's Manual, and which contains a binding arbitration clause. Please refer to the End User License Agreement for the terms and conditions governing your use of the installed software, as well as the applications, services, functions, and content provided through the software. Your use of the installed software will serve as your consent to the terms and conditions of the End User License Agreement.

You may opt out within 30 days of your initial use of the Software by sending a signed, written notice to HONDA at American Honda Motor Co., Inc. Honda Automobile Customer Services Mail Stop 100-5E-8A, 1919 Torrance Blvd. Torrance, CA 90501-2746.

Privacy Notice

This vehicle may share location and usage information. To manage this setting, visit www.hondalink.com/vehicle-data-choices.


A Few Words About Safety

Your safety, and the safety of others, is very important. And operating this vehicle safely is an important responsibility.

To help you make informed decisions about safety, we have provided operating procedures and other information on labels and in this manual. This information alerts you to potential hazards that could hurt you or others.

Of course, it is not practical or possible to warn you about all the hazards associated with operating or maintaining your vehicle. You must use your own good judgment.

You will find this important safety information in a variety of forms, including:

- **Safety Labels** - on the vehicle.
- **Safety Messages** - preceded by a safety alert symbol  and one of three signal words: **DANGER**, **WARNING**, or **CAUTION**. These signal words mean:

DANGER

You WILL be KILLED or SERIOUSLY HURT if you don't follow instructions.

WARNING

You CAN be KILLED or SERIOUSLY HURT if you don't follow instructions.

CAUTION

You CAN be HURT if you don't follow instructions.

- **Safety Headings** - such as Important Safety Precautions.
- **Safety Section** - such as Safe Driving.
- **Instructions** - how to use this vehicle correctly and safely.

This entire book is filled with important safety information - please read it carefully.

This owner's manual should be considered a permanent part of the vehicle and should remain with the vehicle when it is sold.

This owner's manual covers all models of your vehicle. You may find descriptions of equipment and features that are not on your particular model.

Images throughout this owner's manual (including the front cover) represent features and equipment that are available on some, but not all, models. Your particular model may not have some of these features.

This owner's manual is for vehicles sold in the United States and Canada.

The information and specifications included in this publication were in effect at the time of approval for printing. Honda Motor Co., Ltd. reserves the right, however, to discontinue or change specifications or design at any time without notice and without incurring any obligation.

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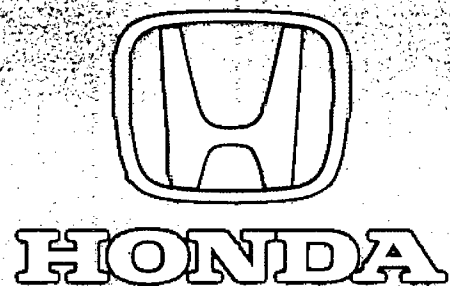
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31TG7640
OM-12712
00X31-TG7-6401

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honda.ca (Canada)

2020 Honda Pilot Owner's Manual
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Printed in U.S.A.

Electronically FILED by Superior Court of California, County of Los Angeles on 09/23/2021 01:18 PM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Perez, Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

**MARIO RUVALCABA ORTEGA and
BEATRIZ A. RUVALCABA TABAREZ,**

Plaintiffs,

vs.

**AMERICAN HONDA MOTOR CO., INC., a
California Corporation, and DOES 1
through 10, inclusive,**

Defendants.

Case No.: **21STCV35056**

Unlimited Jurisdiction

DEMAND FOR JURY TRIAL

*Assigned for All Purposes to the
Honorable*

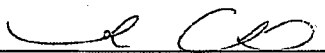
Department

DEMAND FOR JURY TRIAL

Plaintiffs, MARIO RUVALCABA ORTEGA and BEATRIZ A. RUVALCABA TABAREZ,
hereby demand trial by jury in this action.

Dated: 9/23/2021

KNIGHT LAW GROUP, LLP


Steve Mikhov (SBN 224676)
Maite Colon (SBN 322284)
Attorney for Plaintiffs,
MARIO RUVALCABA ORTEGA and
BEATRIZ A. RUVALCABA TABAREZ

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp <div style="text-align: center;"> FILED Superior Court of California County of Los Angeles 09/23/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>R. Perez</u> Deputy </div>
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 21STCV35056

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓ Laura A. Seigle	48					

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 09/23/2021
(Date)

By R. Perez, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

2019-GEN-014-00

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Mina, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
 – MANDATORY ELECTRONIC FILING)
 FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if
3 electronic filing has been implemented in that case type, regardless of whether the case has
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused
10 from filing documents electronically and be permitted to file documents by conventional
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format when
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a separate
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating
6 the documents as sealed at the time of electronic submission is the submitting party's
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to
10 redact confidential information (such as using initials for names of minors, using the last four
11 digits of a social security number, and using the year for date of birth) so that the information
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any
17 document received electronically on a non-court day, is deemed to have been effectively
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code
19 Civ. Proc. § 1010.6(b)(3).)

20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due
21 course because of: (1) an interruption in service; (2) a transmission error that is not the
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may
23 order, either on its own motion or by noticed motion submitted with a declaration for Court
24 consideration, that the document be deemed filed and/or that the document's filing date
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later
28 than 10:00 a.m. the court day before the ex parte hearing.

b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

- i) Any printed document required pursuant to a Standing or General Order;
- ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
- iii) Pleadings and motions that include points and authorities;
- iv) Demurrers;
- v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- vi) Motions for Summary Judgment/Adjudication; and
- vii) Motions to Compel Further Discovery.

c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

2019-GEN-014-00

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil
4 Division of the Los Angeles County Superior Court.

5
6 This First Amended General Order supersedes any previous order related to electronic filing,
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil
8 Supervising Judge and/or Presiding Judge.

9
10 DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

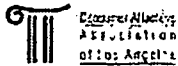


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE	CASE NUMBER
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
- 4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 - 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
- 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 - 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 - 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

☐
☐

Request for Informal Discovery Conference

Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (Insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (Insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

FILED
LOS ANGELES SUPERIOR COURT

MAY 11, 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

General Order Re)	ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation)	EXTENDING TIME TO RESPOND BY
Stipulations)	30 DAYS WHEN PARTIES AGREE
)	TO EARLY ORGANIZATIONAL
)	MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6
7 Whereas, in order to promote a meaningful discussion of pleading issues at the
8 Early Organizational Meeting and potentially to reduce the need for motions to
9 challenge the pleadings, it is necessary to allow additional time to conduct the Early
10 Organizational Meeting before the time to respond to a complaint or cross complaint
11 has expired;

12
13 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
14 which an action is pending to extend for not more than 30 days the time to respond to
15 a pleading "upon good cause shown";

16 Now, therefore, this Court hereby finds that there is good cause to extend for 30
17 days the time to respond to a complaint or to a cross complaint in any action in which
18 the parties have entered into the Early Organizational Meeting Stipulation. This finding
19 of good cause is based on the anticipated judicial efficiency and benefits of economic
20 case resolution that the Early Organizational Meeting Stipulation is intended to
21 promote.
22

23
24 IT IS HEREBY ORDERED that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

Carolyn B. Kuhl
Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control (with the parties):** Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. The Civil Mediation Vendor Resource List

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, RJoseph@jamsadr.com (310) 309-6209
- **Mediation Center of Los Angeles Program Manager** info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.

b. Los Angeles County Dispute Resolution Programs

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. Arbitration: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

4. Mandatory Settlement Conferences (MSC): MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Steve Mikhov (SBN 224676)/Maite Colon (SBN 322284) Knight Law Group, LLP 10250 Constellation Blvd., Suite 2500, Los Angeles, CA 90067 TELEPHONE NO.: (310) 552-2250 FAX NO.: (310) 552-7973 ATTORNEY FOR (Name): MARIO RUVALCABA ORTEGA and BEATRIZ A. RUVALCABA TABAREZ		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: MARIO RUVALCABA ORTEGA and BEATRIZ A. RUVALCABA TABAREZ v. AMERICAN HONDA MOTOR CO., INC., a California Corporation, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		
		CASE NUMBER: 21STCV35056
		JUDGE: DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- | | | |
|--|---|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input checked="" type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|--|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 9/23/2021

Maite Colon

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care
Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of
Emotional Distress
Negligent Infliction of
Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections
Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court
Case Matter
Writ—Other Limited Court Case
Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award
(*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint
Case (*non-tort/non-complex*)
Other Civil Complaint
(*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE:

RUVALCABA v. AMERICAN HONDA MOTOR CO., INC., et al.

CASE NUMBER

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL ⁵ ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

SHORT TITLE: RUVALCABA v. AMERICAN HONDA MOTOR CO., INC., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.	
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.	
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.	
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.	
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.	
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.	
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.	
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input checked="" type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.	
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.	
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.	
		Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
		Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.	
		<input type="checkbox"/> A6032 Quiet Title	2., 6.	
		<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.	
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.	
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.	
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.	

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: RUVALCABA v. AMERICAN HONDA MOTOR CO., INC., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 11151 Laurel Canyon Blvd.
CITY: Mission Hills	STATE: CA	ZIP CODE: 91340	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 9/23/2021


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

EXHIBIT B

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

CENTRAL DISTRICT-STANLEY MOSK COURTHOUSE
CIVIL DIVISION
111 NORTH HILL STREET **D-48**
LOS ANGELES, CALIFORNIA 90012



9024534769 0018



SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 06/06/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> K. Lappin </u> Deputy
PLAINTIFF/PETITIONER: MARIO RUVALCABA ORTEGA et al		
DEFENDANT/RESPONDENT: AMERICAN HONDA MOTOR CO., INC., a California Corporation		
CERTIFICATE OF MAILING		CASE NUMBER: 21STCV35056

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Stipulation and Order to Stay Proceedings Pending AHM's Motion to Compel Arbitration and Stay Proceedings upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Julian Senior ✓
 SJL Legal
 841 Apollo Street, Ste. 300
 El Segundo, CA 90245

STEVE B MIKHOV
 10250 CONSTELLATION BLVD.
 Suite 2500
 Los Angeles, CA 90067

Dated: 06/6/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Lappin
 Deputy Clerk

CERTIFICATE OF MAILING

FILEDSuperior Court of California
County of Los Angeles

06/06/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Lappin Deputy

SJL LAW LLP

Julian G. Senior (SBN: 219098)

Nicholas Secord (SBN: 237398)

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841 Apollo Street, Suite 300

El Segundo, CA 90245

Tel. No.: 424.290.0720

Fax No.: 424.290.0721

mail@sjllegal.com (service at any other email address is invalid)

Attorneys for Defendant AMERICAN HONDA MOTOR CO., INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**MARIO RUVALCABA ORTEGA and
BEATRIZ A. RUVALCABA TABAREZ,

Plaintiffs,

vs.

AMERICAN HONDA MOTOR CO.,
INC., a California Corporation, and
DOES 1 through 10, inclusive,

Defendant.

CASE NO.: 21STCV35056Assigned to: Hon. Laura A. Siegle
Department: 48**STIPULATION AND ORDER TO STAY
PROCEEDINGS PENDING DEFENDANT
AMERICAN HONDA MOTOR CO., INC.'S
MOTION TO COMPEL ARBITRATION
AND STAY PROCEEDINGS**Action Filed: September 23, 2021
Trial: May 22, 2023

IT IS HEREBY STIPULATED by and between the parties, Plaintiffs Mario Ruvalcaba Ortega and Beatriz A. Ruvalcaba Tabarez, by and through their counsel Knight Law Group and American Honda Motor Co., Inc. ("AHM"), by and through its counsel SJL Law LLP as follows:

1. AHM filed a Motion to Compel Arbitration and Stay Proceedings ("Arbitration Motion") on May 4, 2022. The hearing for the Arbitration Motion is currently scheduled for June 8, 2022.

ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Order.

1. All proceedings, including all discovery, in this case are stayed until the Court issues an order determining AHM's Arbitration Motion.

IT IS SO ORDERED.

DATED: June 6, 2022

By:



Laura A. Seigle
Honorable Laura A. Seigle
JUDGE OF THE SUPERIOR COURT
Laura A. Seigle / Judge

EXHIBIT C

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roger Kirnos (SBN 283163)/ Amy Morse (SBN 290502) 10250 Constellation Blvd., Suite 2500, Los Angeles, CA 90067 TELEPHONE NO.: (310) 552-2250 FAX NO. (Optional): (310) 552-7973 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): MARIO RUVALCABA ORTEGA, et al.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: Same as above CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
PLAINTIFF/PETITIONER: MARIO RUVALCABA ORTEGA, et al. DEFENDANT/RESPONDENT: AMERICAN HONDA MOTOR CO., INC.	
REQUEST FOR DISMISSAL	CASE NUMBER: 21STCV35056
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.	
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)	

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) ☐ With prejudice (2) ☒ Without prejudice
 b. (1) ☒ Complaint (2) ☐ Petition
 (3) ☐ Cross-complaint filed by (name):
 (4) ☐ Cross-complaint filed by (name):
 (5) ☒ Entire action of all parties and all causes of action
 (6) ☐ Other (specify):*

on (date):

on (date):

2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: 6/14/2022

Amy Morse (SBN 290502)
 (TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

- ☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

(To be completed by clerk)

4. ☐ Dismissal entered as requested on (date):
 5. ☐ Dismissal entered on (date): as to only (name):
 6. ☐ Dismissal **not entered** as requested for the following reasons (specify):
 7. a. ☐ Attorney or party without attorney notified on (date):
 b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date:

Clerk, by _____, Deputy

PLAINTIFF/PETITIONER: MARIO RUVALCABA ORTEGA, et al.
 DEFENDANT/RESPONDENT: AMERICAN HONDA MOTOR CO., INC.

CASE NUMBER:
 21STCV35056

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one)*: ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

 (TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)



 (SIGNATURE)

PROOF OF SERVICE
(Code of Civil Procedure §1013a)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 10250 Constellation Blvd., Suite 2500, Los Angeles, CA 90067.

I served the foregoing document described as:

REQUEST FOR DISMISSAL

Said document was served on the interested parties in this action, by placing true copies thereof enclosed in sealed envelopes, with postage prepaid, addressed as follows:

Julian G. Senior, Esq.
SJL LAW, P.C.
841 Apollo Street, Suite 300
El Segundo, CA 90245
mail@sjllegal.com
Counsel for Defendant,
AMERICAN HONDA MOTOR CO., INC.

XX BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 14, 2022 at Los Angeles, California.

Angelica Gambino
Angelica Gambino